

INTERCONNECTION AGREEMENT BETWEEN  
TDS METROCOM LLC AND NEW-CELL, INC. D/B/A CELLCOM  
FOR THE STATES OF WISCONSIN AND MICHIGAN

This Agreement is made between TDS METROCOM LLC; with offices at 525 Junction Road, Suite 6000, Madison, Wisconsin, 53717 (hereinafter "TDS") and New Cell, Inc. d/b/a Cellcom: located at 450 Security Blvd., Green Bay, Wisconsin 54307 (hereinafter "CELLCOM"). (Each referred to as a "Party" and collectively as "Parties") This Agreement shall be deemed effective as of the date it is signed by both Parties (the "Effective Date").

TDS METROCOM LLC is a Competitive Local Exchange Carrier ("CLEC") in the states of Wisconsin, Michigan, Illinois, Minnesota and North Dakota.

NEW-CELL, INC., d/b/a Cellcom is a commercial mobile radio service ("CMRS") carrier operating in Wisconsin and Michigan.

TDS and CELLCOM by this agreement voluntarily desire to interconnect on a direct basis at a mutual point of interconnection at Appleton, Wisconsin for the purpose of exchanging traffic between the parties' customers in Wisconsin and Michigan. In consideration of the mutual covenants contained in this Agreement, the parties agree as follows.

SECTION I  
SCOPE OF AGREEMENT

This Agreement is made for the singular purpose of allowing the direct exchange of traffic between the parties respective networks at an Interconnection Point located at 10 East College Avenue, Appleton, Wisconsin 54911, via Inter-Machine Trunks (IMT's). This arrangement is made in lieu of exchanging traffic through a third-party tandem provider and thus both parties will generally avoid paying third-party tandem fees for exchanged traffic. However, this Agreement does not preclude either party from utilizing any other alternate method of transport for its originated traffic including Third-Party tandem switch providers, Inter-Exchange Carriers ("IXC's"), Voice over Internet Protocol ("VoIP") or other carriers.

The designations "local" and "non-local" shall be as defined by federal law for the purpose of the exchange of both wireless to wireline and wireline to wireless traffic.

The exchange of traffic between TDS' network and CELLCOM's network shall generally be accomplished using the arrangements detailed in this Agreement, and/or the public switched toll telephone network. Traffic exchanged via arrangements other than the direct connection specified in this Agreement may be subject to terminating access charges, as appropriate. Both parties reserve the right to request billing for local traffic in

the event traffic volumes become imbalanced during the term of this agreement. Toll traffic will be billed at the appropriate tariff rates.

Once the intra-machine trunk facilities are provisioned and tested, then direct trunking between the parties respective networks will be instituted on the date as agreed to by the Parties.

## SECTION II TRAFFIC EXCHANGE

### Trunk Group Configuration

The Parties will configure and use a distinctive two-way trunk group for the traffic exchanged between CELLCOM and TDS.

### Traffic Parameters

Each party is responsible for their own costs associated with the exchanged traffic including translations within their network and switches, and any labor, internal switching fees, port fees or other fees accrued within their respective network or switch.

Each party shall perform its N-1 Local Number Portability (LNP) responsibility prior to directing the call to the other party's network.

Call records shall be populated with applicable Local Routing Numbers (LRN's) and Jurisdiction Information Parameters (JIP's) and the call records shall not be modified in any way that might obscure the originating number, or the originating carrier/switch information.

CELLCOM and TDS herein agree to configure translations to support overflow methods of routing via a third-party tandem or other suitable arrangements, in the event of a trunk outage or traffic in excess of the capacity of the direct interconnection facilities.

To facilitate this Agreement, CELLCOM will provide two-way trunking facilities with a total capacity of one DS3, at the DS3 level, to be used to carry both CELLCOM and TDS traffic between CELLCOM's Green Bay, Wisconsin switch facilities and CELLCOM's Point-of-Presence at 10 College Ave, Appleton, Wisconsin. Otherwise, with the exception of the CELLCOM DS3 trunking described herein, the trunks equipment and other facilities from the switch of the originating party to the Point-of-Interconnection at Appleton shall be provided and/or paid for by the originating party.

### Point of Interconnection

The default point of interconnection, in the case of local traffic not routed through the direct intra-machine trunk facilities described herein, shall be at an appropriate access tandem.

For purposes of this agreement, the "Cross Connect" shall be the facilities located at 10 College Ave, Appleton, Wisconsin (the Appleton Point of Interconnection) that connect the Parties two-way trunks together for traffic interchange.

The direct connection facilities as described in this Agreement are to be used for the exchange of traffic between the Appleton TDS CLEC switch, and New-Cell's Green Bay CMRS (Wireless) switch, under the following circumstances:

For CMRS (Wireless) traffic exchanged between TDS and CELLCOM:

Calls originating on CELLCOM's wireless network within the Milwaukee Major Trading Area ("MTA") will be delivered to numbers subtending the Appleton TDS switch as local traffic and exchanged without charge in accordance with Federal Communications Commission ("FCC") rules.

Calls originating on the Appleton TDS network within the Milwaukee MTA and dialed to a CELLCOM number that is rate centered within the Milwaukee MTA will be delivered to the Green Bay CELLCOM switch as local traffic exchanged without charge in accordance with Federal Communications Commission ("FCC") rules.

### SECTION III INDEPENDENT CONTRACTORS

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have the right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other party. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party.

### SECTION IV LIABILITY

A. Neither party nor any of their affiliates shall be liable for any incidental, consequential or special damages arising from the other party's use of service provided under this Agreement. Each party shall indemnify and defend the other party against any claims or actions arising from the indemnifying party's use of the service provided under this Agreement, except for damages caused by the sole recklessness of the indemnified Party.

B.

Neither party makes any warranties, express or implied, for any hardware, software, goods, or services provided under this Agreement. All warranties, including those of merchantability and fitness for a particular purpose, are expressly disclaimed and waived.

C.

The liability of either Party to the other Party for damages arising out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of applicable tariff(s) of the Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors, or defects.

#### SECTION V

##### ATTORNEY'S FEES AND COURT COSTS

If any action at law is used to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

#### SECTION VI

##### TERM OF AGREEMENT

This Agreement shall commence on the effective date stated on the first page, for a period of two (2) months and shall renew automatically for successive two month terms, commencing on the termination date of the initial term or latest renewal term. The automatic renewal shall take effect without notice to either party, except that either party may elect not to renew and terminate this agreement by giving the other party written notice of its intention not to renew at least sixty (60) days prior to each renewal date.

#### SECTION VII

##### THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any person or entity not a party to it and no third party beneficiaries are created by this Agreement.

#### SECTION VIII

##### GOVERNING LAW, FORUM, AND VENUE

To the extent not governed by the laws and regulations of the United States, this Agreement shall be governed by the laws and regulations of the State of Wisconsin and Michigan. Disputes arising under this Agreement, or under the use of service provided under this Agreement, shall be resolved in state or federal court in Wisconsin.

#### SECTION IX

##### ENTIRE AGREEMENT

This Agreement incorporates all terms of the agreement between the parties. This Agreement may not be modified except in writing signed by both parties. This Agreement is a result of a negotiation between the parties, and it was jointly drafted by both parties. If any provision of this Agreement is invalidated or modified as a result of any order or finding by the FCC, the Public Service Commission of Wisconsin or a court of competent jurisdiction, the Parties shall negotiate in good faith any modifications to this Agreement that may be required as a result of such order or finding.

#### SECTION X NOTICE

Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of CELLCOM to:

Business Name:	New-Cell, Inc. d/b/a Cellcom
Mailing Address:	P.O. Box 19079
Shipping Address:	450 Security Blvd.
City/State/Zip Code:	Green Bay, WI 54307-9079
Attention:-	Jim Lienau
Contact Phone Number:	(920) 617-7101
Fax Number:	(920) 617-7329

Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of TDS METROCOM LLC to:

Business Name:	TDS METROCOM LLC
Mailing Address:	525 Junction Rd Suite 6000
Shipping Address:	
City/State/Zip Code:	Madison, WI 53717
Attention:	Manager - Carrier Relations
Contact Phone Number:	(608) 663-3029
Fax Number:	(608) 442-3652

With a copy to:

Business Name:	TDS METROCOM LLC
Mailing Address:	525 Junction Rd Suite 7000
City/State/Zip Code:	Madison, WI 53717
Attention:	Legal Department

#### SECTION XI ASSIGNMENT

Either Party may assign this Agreement upon the written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, no consent shall be required for the assignment of this Agreement in the context of the sale of all or substantially all of the assets or stocks of either of the parties.

Notwithstanding the foregoing, either Party may assign this Agreement or any rights or obligations hereunder to an affiliate of such Party without the consent of the other Party.

## SECTION XII COMMON CHANNEL SIGNALING/SIGNALING SYSTEM 7 ("SS7") SIGNALING

Where available, TDS Metrocom LLC and CELLCOM will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks.

TDS Metrocom LLC shall support intercompany 64 KBPS clear channel where it provides such capability to its end users.

The Parties will cooperate in the exchange of TCAP messages to facilitate full inter-operability of SS7-based features between their networks, including all CLASS features and functions; to the extent each Party offers such features and functions to its own end users.

## SECTION XIII NETWORK DESIGN AND MANAGEMENT

The parties will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. TDS Metrocom LLC and CELLCOM will provide written notice to the other of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

- 1) Each Party shall provide a 24-hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.
- (2) Each Party has the duty to alert the other to any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance. Major failures that will be reported are defined as follows:
  - (a) Any cable or electronics outage that affects 50% or more of the in-service lines of a central office with a duration of ten minutes or more.
  - (b) Toll or EAS isolation of an entire exchange with a duration of ten minutes or more.
  - (c) Any digital cross connect or fiber optic complete system failure lasting ten minutes or more.

The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.

Neither party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either party's network interconnection arrangement contained in this Agreement.

The parties will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

The parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing.

The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available, capable of voice and data traffic transmission.

Each Party is responsible for the transport of originating calls from its network to the relevant, mutually agreed upon point of interconnection, and each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications.

TDS Metrocom LLC and CELLCOM will process maintenance requests at parity with the manner in which each party processes its own maintenance requests or maintenance requests of its affiliates.

TDS Metrocom LLC and CELLCOM will ensure that all applicable alarm systems are operational and the support databases are accurate.

Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.

#### SECTION XIV RESTORATION OF SERVICE

The Parties will provide each other with a Single Point of Contact, available twenty-four hours per day, seven days a week, for all maintenance and service problem communications.

## SECTION XV

### QUALITY OF SERVICE

The Parties shall negotiate a process to expedite network augmentations and other orders when initiated by the other Party.

Kathrine Barnekov 6/29/07  
Signature (Date)

For New-Cell, Inc. d/b/a Cellcom

Signature James W. Kenan 7/2/07  
(Date)

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Signature Page to the Interconnection Agreement between TDS METROCOM LLC and  
CELLCOM dated this 2nd day of July 2007 relating to the exchange of Traffic